

ARTICLE XVI

AUTHORIZATION NOT EXCLUSIVE

Nothing contained in this Agreement shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. Subject to the rights granted Licensee under the provisions of this Agreement, VZ shall have the right to grant, renew and extend rights and privileges in a nondiscriminatory manner to others not parties to this Agreement, by contract or otherwise, to use any Pole, Duct, Conduit or Right of Way covered by this Agreement.

ARTICLE XVII

ASSIGNMENT OF RIGHTS

Licensee shall not assign or transfer any license or any authorization granted under this Agreement, and such licenses and authorizations shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of VZ. VZ shall not unreasonably withhold such consent. In the event such consent or consents are granted by VZ, then the provisions of this Agreement shall apply to and bind the successors and assigns of Licensee. Notwithstanding the foregoing, Licensee may assign this Agreement without VZ's consent to an entity controlling, controlled by, or under common control with Licensee, or to an entity acquiring all or substantially all of Licensee's assets, upon prior written notice to VZ provided that the assignee is capable of assuming all obligations of Licensee hereunder, and further provided that nothing herein shall relieve Licensee of any of its obligations hereunder without VZ's prior written consent.

ARTICLE XVIII

FAILURE TO ENFORCE

Failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

ARTICLE XIX

TERMINATION OF AGREEMENT

- 19.1 Subject to provisions of Article XVII hereof, should Licensee cease to use its Facilities in or through the area covered by this Agreement on other than a demonstrably temporary basis not to exceed 6 months, then all of Licensee's rights, privileges and authorizations under this Agreement, including all licenses issued hereunder, shall automatically terminate as of the date following the final day that such Facilities are used.
- 19.2 Subject to Section 19.3, below, VZ shall have the right to terminate this entire Agreement or any license issued hereunder whenever Licensee is in default of any term of this Agreement, including, but not limited to, the following conditions:
- a) If Licensee's Facilities are used or maintained in violation of any law or in aid of any unlawful act or undertaking; or
 - b) If Licensee attaches to any Poles or occupies any Conduits or Rights of Way without having first been issued a license therefor; or
 - c) If any authorization which may be required of Licensee by any governmental or private authority for the construction, operation, and maintenance of Licensee's Facilities is denied or revoked; or
 - d) If the insurance carrier shall at any time notify VZ or Licensee that Licensee's policy or policies of insurance required under this Agreement will be canceled or changed, or if VZ reasonably determines that the requirements of this Agreement with regard to Licensee's policy or policies of insurance will no longer be satisfied, this Agreement shall terminate upon the effective date of such cancellation or change.
- 19.3 VZ will promptly notify Licensee in writing of any condition(s) applicable to Section 19.2, above. Licensee shall take immediate corrective action to eliminate any such conditions(s) and shall confirm in writing to VZ within 30 days following receipt of such written notice that the cited condition(s) has ceased or been corrected. If Licensee fails to discontinue or correct such condition(s) or fails to give the required confirmation, VZ may immediately terminate this Agreement.
- 19.4 In addition to any other obligation that Licensee may have under this Agreement to remove its Facilities from VZ's Poles, Conduits or Rights of Way (including, but not limited to, under Section 9.11, above), in the event of termination of this Agreement or any of Licensee's rights, privileges or authorizations hereunder, Licensee shall remove its Facilities from VZ's Poles, Conduits and Rights of Way within 6 months from the date of termination; provided, however, that Licensee's obligations under this Agreement with

regard to such facilities shall continue following termination of this Agreement, including, but not limited to, Licensee's obligation to pay all fees and charges accruing pursuant to terms of this Agreement for Licensee Facilities attached to Poles or occupying Conduits or Rights of Way.

- 19.5 If Licensee does not remove its Facilities from VZ's Poles, Conduits and Rights of Way within the applicable time periods specified in this Agreement, VZ shall have the right to remove them at the expense of Licensee and without any liability on the part of VZ to Licensee therefor.
- 19.6 In the event any of the arrangements, fees and charges provided for under this Agreement are offered under a tariff filed by VZ and in effect with a regulatory commission, this Agreement with respect to those arrangements, fees and charges shall be suspended and shall be superseded by said tariff. Said suspension shall become effective on the day when said tariff becomes effective, and shall remain in effect for the time that the tariff remains in effect.

ARTICLE XX

TERM OF AGREEMENT

- 20.1 This Agreement shall continue in effect until terminated by either party in accordance with the provisions of this Agreement, or by Licensee upon six months prior written notice thereof.
- 20.2 Termination of this Agreement or any licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.
- 20.3 This Agreement shall be deemed to have been executed in the State of Virginia and the parties hereto agree that the terms and performance hereof shall be governed by and construed in accordance with the laws of the State of Virginia unless otherwise provided by Federal law.

ARTICLE XXI

NOTICES

All written notices required under this Agreement shall be given by posting the same in first class mail to Licensee as follows:

POC NAME
POC TITLE
COMPANY NAME
STREET ADDRESS LINE 1
STREET ADDRESS LINE 2
CITY, STATE, ZIP

and to VZ as follows:

VERIZON VIRGINIA, INC.
MIKE TYSINGER
SPECIALIST – CONTRACTS AND AGREEMENTS
3011 HUNGARY SPRING ROAD, SECOND FLOOR
RICHMOND, VIRGINIA 23228

or to such address as the parties hereto may from time to time specify in writing.

SEMI ANNUAL BILLING

LICENSEE:

BILLING CONTACT NAME
BILLING CONTACT TITLE
BILLING CONTACT PHONE NUMBER
STREET ADDRESS LINE 1
STREET ADDRESS LINE 2
CITY, STATE, ZIP

VZ:

VERIZON VIRGINIA, INC
SPECIAL PROJECTS BILLING
1100 ORANGE AVE., 1ST FLOOR
CRANFORD, N. J. 07016
[908] 789-8110

ARTICLE XXII

SUPERCEDURE OF PREVIOUS AGREEMENTS

This Agreement supercedes all previous agreements, including those listed below, whether written or oral, between VZ and its predecessors, and Licensee and its predecessors for attachment and maintenance of Licensee's communications facilities on poles, anchors, and in conduit systems within the geographical area covered by this Agreement: and there are no other provisions, terms, or conditions to this Agreement except as expressed herein. All currently effective licenses heretofore granted pursuant to such previous agreements shall be subject to the terms and conditions of this agreement.

ARTICLE XXIII

CONFLICTS

This Agreement, including all exhibits and appendices hereto, shall be subject to the Communications Act of 1934, as amended, and any related rules and regulations, and in the event of any conflicting provisions of this Agreement and such laws, rules or regulations, such laws, rules and regulations shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the ____ day of _____, 20____ in duplicate.

WITNESS (ATTEST)

VERIZON VIRGINIA, INC

By: _____
(Donald T. Cameron)

Title: Manager – Contracts and Agreements

Date: _____

WITNESS (ATTEST)

LICENSEE NAME

By: _____
(NAME)

Title: _____

Date: _____

APPENDIX I

SCHEDULE OF FEES AND CHARGES

THIS APPENDIX I contains the fees and charges governing the use of VZ's Poles, Conduits and Rights of Way by Licensee's Facilities.

1. Attachment, Utilization, and Occupancy Fees

1.1 General

- a) Attachment, utilization, and occupancy fees commence on the date set forth in Section 7.5 of the Agreement. Such fees cease as of the final day of the calendar month in which the Attachment or occupancy is physically removed or is discontinued; provided, that if an Attachment or occupancy is terminated as a result of a violation of this Agreement by Licensee, charges shall continue until the end of semi-annual period in which the Attachment or occupancy is physically removed or discontinued.
- b) A one month minimum charge is applicable for all Attachment and occupancy accommodations.
- c) Fees shall be payable semi-annually in advance on the first day of January and July.
- d) The total Attachment and occupancy fees due hereunder shall be based upon the number of Poles and duct feet of Conduit System (measured from the center to the center of Manholes, or from the center of a Manhole to the end of VZ's Conduit System to be occupied by Licensee) for which licenses have been issued before the first day of December and the first day of June each year. Charges shall apply for Attachment to a Pole or occupancy of a Conduit System for which a license has been issued even if Licensee has not actually made an Attachment to the Pole or occupied the Conduit System. Each semi-annual payment shall include a proration of the monthly Attachment and occupancy charges applicable for Attachments or occupancy initially authorized by VZ during the preceding six (6) month period.

2. Fees

2.1 Application and Engineering Survey Fee

- a) For pole and conduit attachments: The objective of the Survey Fee is to recover the costs incurred by VZ for time and materials spent investigating facilities for feasibility of attachment, including the calculation of costs for those attachments.

- i. As an estimation only, those costs will be approximated by the following formula, and may be adjusted depending upon the situation (Survey Fee is nonrefundable and is not part of the actual Make Ready Work):
 - Poles = \$180+ \$5/pole, limit of 99 poles per license application.
 - Conduit = \$220/manhole, limit of 24 manholes per license application.
 - Knockout = \$400 per occurrence.

2.2 Annual Fee

- a) Pole--Horizontal Attachment
Per Pole Attachment \$4.16
- b) Pole--Vertical Attachment
Per Pole Attachment, Per vertical foot of occupancy \$4.16
- c) Conduit System--Per foot of cable to be placed in the Conduit System

Northern Virginia	\$4.50
Southern Virginia	\$3.00
- d) Right of Way (determined on a case by case basis as mutually agreed by the Parties)

2.3 Other Charges

Computation

Charges for all work performed by VZ or by VZ's contractor or authorized representative in connection with the furnishing of Pole, Conduit and Right of Way accommodations covered by this Agreement shall be based upon the full cost to VZ for performance of such work, in accordance with VZ's regular and customary methods for determining such costs and Applicable Law. Such charges will apply for, but not be limited to, Prelicense Survey; Make-Ready Work; inspection of Licensee's Facilities; removal of Licensee's Facilities, where applicable; and supervision, at the option of VZ, of Licensee-performed work in and around the immediate vicinity of a Manhole or Conduit System.

- 2.4 In the event that it is determined that Licensee has made an Attachment to any Pole or has occupied Conduit or Right of Way of VZ for which a License has not been executed, Licensee shall be obliged to
 - a) apply for such License immediately; and
 - b) pay to VZ fees for said Attachment for the entire period of time which can be reasonably established as the date of Licensee's

Attachment, but in no case less than one year prior to date of discovery.

- c) Additionally, there shall be a fine of \$50 per pole attached to illegally or without authorization.
- d) Likewise, there shall be a fine of \$50 per linear foot occupied for conduit that has been attached to illegally or without authorization.
- e) Further, for any illegal corebores or knockouts into manholes or handholes or the like, a \$2,500 fine shall be charged for each incidence.

In any event, whether poles, conduit, manholes, handholes, or other Verizon facility, it will always be at Verizon's determination whether or not the attachment is a feasible and viable attachment for these unauthorized or illegal attachments. Verizon may seek termination of these illegal or unauthorized attachments based upon its investigation of the attached facility.

2.5 Payment Date

Payment of fees and charges shall be due thirty (30) days after issuance of VZ's bill. Failure to pay all fees and charges within thirty (30) days after issuance of the bill therefor shall constitute a default of this Agreement, and in addition shall result in a 1 1/2% per month late charge until paid in full.

APPENDIX II

INDEX OF ADMINISTRATIVE FORMS

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Notification of Removal of Conduit Occupancy	D

APPLICATION AND POLE ATTACHMENT LICENSE

Verizon Virginia, Inc.

In accordance with the terms and conditions of the License Agreement between us, dated _____, ____, application is hereby made for a nonexclusive license to attach Facilities to _____ poles as indicated on Form A-2.

This request will be designated:

Pole Application # _____

NJUNS Ticket # _____

Enclosed is a check in the amount of \$ _____ to cover the cost of the pre-license survey. (Appendix I)

Licensee: _____

Signed: _____

Dated: _____

Tel. No: _____

.....Your Email Address: _____

Billing Address:

Name: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Permission is hereby granted to attach Facilities to ____ poles as indicated on the attached Form A-2.

Verizon Virginia, Inc.
(VZ)

Signed: _____

Dated: _____

Tel. No: _____

FORM A-2
APPENDIX II

Page _____

(Licensee)

(Pole Application #)

(Central Office Area)

(NJUNS Tkt #)

POLE DETAILS

	Telephone Pole #	Power Pole #	Location	Type Attach	Make Ready
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

FORM B-1
APPENDIX II

APPLICATION AND CONDUIT OCCUPANCY LICENSE

Verizon Virginia, Inc.

In accordance with the terms and conditions of the License Agreement between us, dated ____, ____, application is hereby made for a license to occupy the conduit system shown on Form B-2, with the cable and equipment detailed on Forms B-3 and B-4. This request will be designated:

Application # _____
NJUNS Ticket # _____

Enclosed is a check in the amount of \$ _____ to cover the cost of the pre-license survey. (Appendix I)

(Licensee)
Signed: _____
Dated: _____
Tel. No: _____

.....Your Email Address: _____

Billing Address:

Name: _____

Company Name: _____

Address: _____

City, State, Zip: _____

.....
Permission is hereby granted to occupy Licensor's conduit system, as indicated on the attached Form B-2, with cable equipment and facilities specified on the attached Forms B-3. The duct footage for this License is _____

Verizon Virginia, Inc.
(VZ)

Signed: _____
Dated: _____
Tel. No: _____

**FORM B-2
APPENDIX II**

Page _____

(Licensee)

(Application #)

(Central Office Area)

(NJUNS Tkt #)

SAMPLE CONDUIT SYSTEM DIAGRAM

CONDUIT SYSTEM DIAGRAM

**FORM B-3
APPENDIX II**

Page _____

(Licensee)

(Application #)

(Central Office Area)

(NJUNS Tkt #)

CABLE TO OCCUPY CONDUIT

	Type Cable		Weight Per Ft.	Maximum Voltage to Ground AC/ DC	Maximum Current in a Conductor	Type Sheath
1						
2						
3						
4						
5						

EQUIPMENT TO BE PLACED IN MANHOLES

	Location	Type	Height	Width	Depth	Weight
1						
2						
3						
4						
5						

Form B-3 (Cont.)

	Manhole ID Numbers	Hand hole ID Numbers	Descriptive Information As Needed
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

AUTHORIZATION FOR MAKE READY WORK

Following is a summary of the estimated charges for the following application:

Pole Attachment application number _____
or
Conduit occupancy application number _____
or
Right of way occupancy application number _____

Estimated cost \$ _____

Note that in the event that an advance payment is required, actual costs will be billed at the conclusion of the work.

(VZ)

By: _____
(Signature of authorized person)

Its: _____
(Title of authorized person)

Date: _____

Telephone Number: _____

Order Number: _____

I hereby acknowledge and agree to pay all charges, as above, and authorize work to begin.

(Licensee)

By: _____
(Signature of authorized person)

Its: _____
(Title of authorized person)

Date: _____

Telephone Number _____

NOTIFICATION OF REMOVAL OF POLE ATTACHMENTS

In accordance with the terms and conditions of the License Agreement between us, dated _____, ____, notice is hereby given that the following pole Attachments have been removed (If applicable, Reference NJUNS ticket # _____)

	Telephone Co. Pole	Joint Use Pole	Location	Date Removed
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

SUBMITTED:

(Licensee)

Signed: _____

Dated: _____

APPROVED:

_____ Verizon - Virginia, Inc.

(VZ)

Signed: _____

Dated: _____

NOTIFICATION OF REMOVAL OF CONDUIT OCCUPANCY

In accordance with the terms and conditions of the License Agreement between us, dated _____, notice is hereby given that the occupancy of the following conduit has been removed **(If applicable, Reference NJUNS ticket # _____)**

	Conduit Location	Conduit Application #	Date Removed
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

SUBMITTED:

APPROVED:

Verizon - Virginia, Inc.

(Licensee)

(VZ)

Signed: _____

Signed: _____

Dated: _____

Dated: _____